

BK 1632 PG 0111

STATE MS.-DE SOTO CO.
FILED

JAN 2 1 21 PM '03

BK 1632 PG 111
W.E. DAVIS CH. CLK.

Recording Requested by:

American General Finance, Inc.
3027 GOODMAN RD
HORN LAKE, MS 38671

SPACE ABOVE FOR RECORDER'S USE

ACCOUNT #: 10243235

C O R P O R A T E A S S I G N M E N T o f D e e d o f T r u s t / M o r t g a g e

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFERS TO:
American General Finance, Inc.

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN *Deed of Trust/Mortgage*

DATED: **02/19/2002**

EXECUTED BY: **JOE F BRANNON SR AND WIFE CAROL A BRANNON**

TRUST OR TO AS PER *Deed of Trust/Mortgage*, AND RECORDED AS

DOCUMENT NO. ON **02/25/2002**

IN BOOK **1464** PAGE **646**

OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF **DESOTO**
COUNTY, IN THE STATE OF **TN** DEED OF TRUST/MORTGAGE

AMOUNT \$ **44,294.41**

DESCRIBING THE PROPERTY AND SECURITY AS:

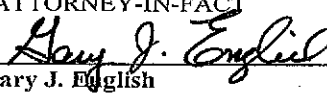
**1965 COLONIAL HILLS DR
SOUTHAVEN, MS 38671**

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE
AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE
UNDER SAID *Deed of Trust/Mortgage*.

DATED: **11/20/2002**

**FIRST TENNESSEE BANK NATIONAL ASSOC.,
FIRST HORIZON MONEY CENTER, BY AMERICAN
GENERAL FINANCIAL SERVICES, ITS
ATTORNEY-IN-FACT**

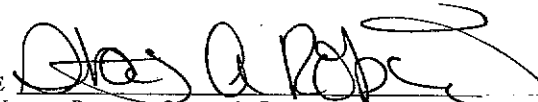
**STATE OF INDIANA
COUNTY OF VANDERBURGH**


**Gary J. English
Vice President**

ON **11/20/2002**, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE,
PERSONALLY APPEARED **Gary J. English** PERSONALLY KNOWN TO ME (OR
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON (S) WHOSE NAME
(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY (IES), AND THAT BY
HIS/HER/THEIR SIGNATURE (S) ON THE INSTRUMENT THE PERSON (S), OR THE ENTITY UPON BEHALF
OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

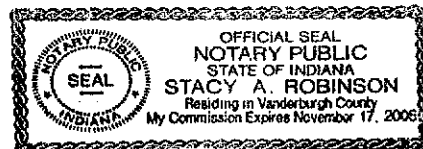
WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE


NOTARY PUBLIC **STACY A. ROBINSON**

NOTARY EXPIRES: **NOVEMBER 17, 2006**

DOCUMENT PREPARED BY: **STACY ROBINSON 601 NW 2ND ST., EVANSVILLE, IN 47701**



SPACE ABOVE FOR NOTARY STAMP

24000820


NOTE ALLONGE

THIS ENDORSEMENT IS INCORPORATED INTO AND SHALL BE DEEMED PART OF THE NOTE TO WHICH IT IS ATTACHED.

Borrower(s): **JOE F BRANNON SR AND WIFE CAROL A BRANNON**
Date of Loan: **02/19/2002**
Amount of Loan: **\$44,294.41**
Property Address: **1965 COLONIAL HILLS DR**
City, State, Zip: **SOUTHAVEN, MS 38671**
Loan Number: **10243235**

Pay to the order of:
American General Finance, Inc.
Without recourse

This 16th Day of September, 2002
FIRST TENNESEE BANK NATIONAL ASSOC.,
FIRST HORIZON MONEY CENTER, BY AMERICAN
GENERAL FINANCIAL SERVICES, ITS ATTORNEY-IN-FACT


Gary J. English
Vice President

GENERAL ASSIGNMENT OF LOANS AND COLLATERAL

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10) cash, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to and in compliance with the provisions of that certain Loan Purchase and Sale Agreement (the "Purchase Agreement") dated August 29, 2002, entered into by and between First Tennessee Bank National Association, including its division, First Horizon Money Center (hereinafter referred to as "First Tennessee" or "ASSIGNOR"), 165 Madison Avenue, Memphis, Tennessee 38103, and American General Finance, Inc., 601 N.W. Second Street, Evansville, Indiana 47708 ("ASSIGNEE"), ASSIGNOR hereby assigns, sets over and transfers unto ASSIGNEE, without recourse, all of its right, title and interest in, to and under all loans ("Loans") and any and all collateral for such Loans (the "Collateral") attributable to Assignor set forth in the Purchase Agreement.

ASSIGNOR agrees to execute and deliver all instruments, documents and agreements necessary or appropriate to convey, assign, transfer and perfect ASSIGNEE's title in and to the Loans and any Collateral therefor.

This assignment shall operate to convey all Collateral of every kind and character pledged, held or otherwise executed in connection with the Loans including, but not limited to, deeds of trust, security agreements, financing statements, automobile titles, guarantees, instruments, documents, certificates of deposit, deposit accounts, warehouse receipts, insurance policies and the like, and ASSIGNOR shall, on request, deliver to ASSIGNEE any such Collateral in ASSIGNOR's possession or control as of the date hereof.

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of November, 2002, within my jurisdiction, the within named TERRY B. RENOUX, who acknowledged that he is President, Consumer Finance of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, and that for and on behalf of the said association, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said association so to do.

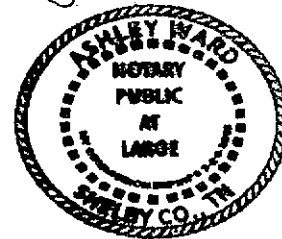
GIVEN UNDER MY HAND, and official seal, this the 20th day of November,

2002.

Ashley Ward
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES MAR. 26, 2003



STATE OF Indiana

COUNTY OF Vanderburgh

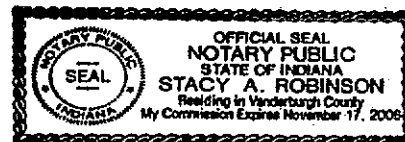
Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of November, 2002, within my jurisdiction, the within named William E. Kandel, who acknowledged that he is Vice President of American General Finance and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN UNDER MY HAND, and official seal, this the 21st day of November, 2002.

Stacy A. Robinson
Notary Public Stacy A. Robinson

My Commission Expires:

Nov. 17, 2006



LIMITED POWER OF ATTORNEY

Reference is made to Purchase and Sale Agreement ("Agreement") executed and delivered on August 28, 2002, by and between First Tennessee Bank National Association, including its division, First Horizon Money Center ("Seller") and American General Finance, Inc. ("Buyer").

In accordance with the Agreement, Seller hereby constitutes Buyer, its successors and assigns, as Seller's limited attorney-in-fact, to endorse any checks or other forms of payment received from Obligor, or any other Persons under the Loans, which evidence or secure the Loans sold by Seller to Buyer under the Agreement as identified on Exhibit A hereto; and to endorse and sign any Notes, or other documents necessary to assign and transfer, said Loans to Buyer and to extend or otherwise carry out the intent of the Agreement.

The foregoing authority is automatically revoked with respect to any Loan that Seller has repurchased from Buyer effective upon the date of such repurchase.

Except as set forth herein, the foregoing powers are irrevocable notwithstanding any reason whatever, including, without limitation, Seller's dissolution, merger, consolidation or any other change in Seller.

The capitalized terms shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, First Tennessee Bank National Association has caused its name to be subscribed hereto by its authorized officer this 16th day of September, 2002.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION
(d/b/a First Horizon Money Center)

By: _____

Terry B. Renoux
President, Consumer Finance

ATTEST: _____

MY COMMISSION EXPIRES MAR. 26, 2003



WITNESS our signatures as of the 16th day of September, 2002.

FIRST TENNESSEE BANK NATIONAL
ASSOCIATION
(d/b/a First Horizon Money Center)

By: 

Terry B. Renoux
President, Consumer Finance

AMERICAN GENERAL FINANCE, INC.

By: 

Name: William E. Kandel
Title: Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY
SS:

I CERTIFY that on Nov. 20, 2002, Terry B. Renoux personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the attached document as President, Consumer Finance of the corporation named in this document; and

(b) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

NOTARY PUBLIC



my commission expires
march 26, 2003